

## RESOLUTION

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AUTHORIZING USE OF CAMP CATLIN ROAD/ARIZONA ROAD AS A PUBLIC ACCESS BETWEEN KAMEHAMEHA HIGHWAY AND SALT LAKE BOULEVARD.

WHEREAS, Chapter 1, Article 8, Revised Ordinances of Honolulu 1990, as amended, requires that any intergovernmental agreement or any amendments thereto which places an obligation upon the City or any department or agency thereof receive the consent and approval of the Council of the City and County of Honolulu; and

WHEREAS, the license issued by the U. S. Department of the Navy permitting public use of portions of Navy roadways (Camp Catlin Road and Arizona Road) expired on September 30, 2008; and

WHEREAS, the City Department of Transportation Services has determined that continued use of said roadways, as a public access between Kamehameha Highway and Salt Lake Boulevard, would be desirable; and

WHEREAS, the U. S. Navy is willing to extend the aforesaid license for a five-year period; now, therefore,

BE IT RESOLVED by the Council of the City and County of Honolulu that the Mayor of the City and County of Honolulu or his designated representative, be and is hereby authorized to execute the license, attached hereto as Exhibit A, in furtherance thereof on behalf of the City and County of Honolulu; and



**CITY COUNCIL**  
CITY AND COUNTY OF HONOLULU  
HONOLULU, HAWAII

No. 09-247, CD1

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## RESOLUTION

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BE IT FINALLY RESOLVED, that the copies of this Resolution be transmitted to the Director of the Department of Transportation Services, the Director and Chief Engineer of the Department of Facility Maintenance, and the U. S. Department of the Navy.

INTRODUCED BY:

Todd Apo (BR)

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DATE OF INTRODUCTION:

August 13, 2009  
Honolulu, Hawaii

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Councilmembers

# License for Non Federal Use of Real Property (NAVFAC 11011/29)

<b>LICENSE FOR NONFEDERAL USE OF REAL PROPERTY</b> <small>NAVFAC 11011/29 (6-75) (Supersedes NAVDOCKS 2260)</small> THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND THE ATTACHED GENERAL PROVISIONS. BY THE EXECUTION HEREOF, THE LICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS, AND GENERAL PROVISIONS.		<b>LICENSE NUMBER</b>  <b>N62478-09-RP-00028</b>	
<b>1. NAVAL ACTIVITY (Property Location)</b> Commander Navy Region, Hawaii		<b>2. DATES COVERED (Inclusive)</b> <b>From 1 September 2008 To 31 August 2013</b>	
<b>3. DESCRIPTION OF PROPERTY</b> (Include room & building numbers where appropriate) Arizona Road within Lots 3776 and 3778, and Camp Catlin Road within Lots G-2 and H-5 as shown on Maps 636, 74, and 656 Land Court App. 1074, respectfully, said roads comprising 4.477 acres of improvements within the areas shown on Exhibit "A", attached hereto and made a part hereof.			
<b>4. PURPOSE OF LICENSE</b> Public access right-of-way between Nimitz Highway and Salt Lake Boulevard.			
<b>5. LICENSOR</b> UNITED STATES OF AMERICA DEPARTMENT OF THE NAVY		<b>5a. LOCAL REPRESENTATIVE, DEPARTMENT OF THE NAVY OFFICIAL (TITLE &amp; ADDRESS)</b> Commanding Officer, Naval Facilities Engineering Command, Hawaii 400 Marshall Road, Building X-11, Pearl Harbor, HI 96860-3139	
<b>6. LICENSEE (Name &amp; Address)</b>  City and County of Honolulu, Honolulu Hale Honolulu, Hawaii 96813		<b>6a. LOCAL REPRESENTATIVE (Name &amp; Address)</b> Mr. Wayne Yoshioka, P.E., Director Department of Transportation Services 650 S. King Street Honolulu, HI 96813	
<b>7. CASH PAYMENT BY LICENSEE</b> (Payable in advance) <small>(If no cash payment is required, enter "NONE" under item 7a "Amount")</small>			
a. AMOUNT (EACH PAYMENT) None	b. FREQUENCY PAYMENTS DUE	c. FIRST DUE DATE	d. TO (Title & address of local representative of the Government)
<b>8. DEPOSIT FOR UTILITIES AND SERVICES</b> (Payable in Advance) <small>(If no cash payment is required, enter "None" under item 8a "Amount")</small>			
a. AMOUNT (EACH PAYMENT) None	b. FREQUENCY PAYMENTS DUE	c. FIRST DUE DATE	d. TO (Mailing Address)
<b>9. INSURANCE REQUIRED AT EXPENSE OF LICENSEE</b> <small>(If any or all insurance requirements have been waived, enter "None" in a, b, c, or d as appropriate)</small>			
TYPE	MINIMUM AMOUNT	TYPE	MINIMUM AMOUNT
a. FIRE & EXTENDED COVERAGE	None	c. THIRD PARTY PERSONAL INJURY PER PERSON	None
b. THIRD PARTY PROPERTY DAMAGE	None	d. THIRD PARTY PERSONAL INJURY PER ACCIDENT	None
<b>10. GENERAL PROVISIONS</b> (See Attached) Insurance requirement waived in accordance with NAVFAC P-73, Chapter 20, Paragraph 17. See Special Provisions attached hereto and made a part hereof.			
<b>II. EXECUTION OF LICENSE</b>			
FOR	BY		DATE
	NAME AND TITLE (Typed)	SIGNATURE	
DEPARTMENT OF THE NAVY	STEVEN K. JOHNSTON, Director of Real Estate Naval Facilities Engineering Command, Hawaii Real Estate Contracting Officer		
LICENSEE	MUFI HANNEMANN, Mayor City and County of Honolulu		

**EXHIBIT A**

10. GENERAL PROVISIONS  
LIC- N62478-09-RP-00028

a. The Licensor hereby grants to the Licensee the right to use the premises or facilities described in item 3, together with the necessary rights of ingress and egress.

b. This License shall be effective for the period stated in item 2 and is revocable at any time without notice at the option and discretion of the Licensor or its duly authorized representative.

c. The use shall be limited to the purposes specified herein.

d. This License shall be neither assignable nor transferable by the Licensee.

e. If utilities and services are furnished the Licensee for its use of the premises the Licensee shall reimburse the Licensor for the cost thereof as determined by the Licensor in accordance with applicable statutes and regulations.

f. The Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the premises or facilities licensed hereby. At the discretion of the Licensor this obligation shall include, but not be limited to, contribution toward the expense of long-term maintenance of the premises or facilities, the necessity for which accrued during the period of Licensee's use. The amount of expense to be borne by the Licensee shall be determined by prorating the total expense of the item of long-term maintenance on the basis of fractional use by the Licensee. This fractional part of the total expense shall be prorated further if the item of long-term maintenance did not accrue in its entirety during the Licensee's use. Upon a determination by the Licensor that the necessity exists for an expenditure of funds for maintenance, protection, preservation or repair, the Licensee shall pay to the Licensor its proportionate share, on demand.

g. No additions to, or alterations of, the premises or facilities shall be made without the prior consent of the Licensor. Upon revocation of surrender of this License, to the extent directed by the Licensor, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the premises or facilities to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

h. The Licensee shall be liable for any loss of, or damage to, the premises or facilities incurred as a result of its use and shall make such restoration or repair, or monetary compensation as may be directed by the Licensor. The Licensee's liability for loss or damage to the premises resulting from risks expressly required to be insured hereunder shall not exceed the amount of insurance so required. The Licensee shall not be liable for loss of, or damage to, the premises arising from causes beyond the control of the Licensee and occasioned by a risk not in fact covered by insurance and not customarily covered by insurance in the locality in which the premises are situated. Nothing contained herein, however, shall relive the Licensee of liability with respect to any loss or damage to the premises, not fully compensated for by insurance, which results from willful misconduct, lack of good faith, or failure to exercise due diligence, on the part of the Licensee. All insurance required of the Licensee on the premises shall be for the protection of the Licensor and the Licensee against their respective risks and liabilities in connection with the premises. Each policy of insurance against loss or damage to Government property shall name the Licensee and the United States of America, Department of the Navy, as the insured and shall contain a loss payable clause reading substantially as follows:

"Loss, if any, under this policy shall be adjusted with (Name of Licensee) and the proceeds, at the direction of the Government, shall be payable to (Name of Licensee), and proceeds not paid to (Name of Licensee) shall be payable to the Treasurer of the United States of America."

In the event that any item or part of the premises or facilities shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this paragraph h, the

Licensee shall promptly give notice thereof to the Licensor and, to the extent of its liability as provided in this paragraph, shall upon demand, either compensate the Government for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the Licensor may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Licensee for such loss or damage, the Licensee shall effect such repair, rebuilding or replacement if required so to do by the Licensor, and such excess of cost shall be reimbursed to the Licensee by the Licensor. In the event the Licensee shall have effected any repair, rebuilding or replacement which the Licensee is required to effect pursuant to this paragraph, the Licensor shall direct payment to the Licensee of so much of the proceeds of any insurance carried by the Licensee and made available to the Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the Licensee to effect such repair, rebuilding or replacement. In event the Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the Licensee, the Licensee shall promptly refund to the Licensor the amount of such proceeds.

i. The Licensee shall indemnify and save harmless the Government, its officers, agents, servants and employees from all liability under the Federal Tort Claims Act (62 Stat. 869, 982; 28 U.S.C. Sec 2671, 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from the use of the premises by the Licensee, and shall furnish the insurance specified in Item 9. Each policy of insurance required in Item 9 covering bodily injuries and third party property damage shall contain an endorsement reading substantially as follows:

"The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."

j. All insurance required by this License shall be in such form, for such periods of time, and with such insurers as the Licensor may require or approve. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be deposited with the Licensor's local representative prior to use of the premises and facilities. The Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by the License, it will deliver to the Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks.

k. No member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this License or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.

l. The Licensee warrants that it has not employed any person to solicit or secure this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul this License or in its discretion to recover from the Licensee the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.

m. In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post hereafter in

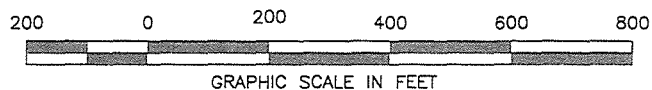
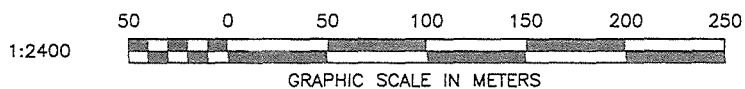
conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

n. All activities authorized hereunder shall be subject to such rules and regulations as regards supervision or otherwise, as may, from time to time, be prescribed by the local representative of the Licensor as designated in Item 5a.

o. In the event of damage, including damage by contamination, to any Government property by the Licensee, his officers, agents, servants, employees, or invitees, the Licensee, at the election of the Government, shall promptly repair, replace, or make monetary compensation for the repair or replacement of such property to the satisfaction of the Government. Prior to the execution of an outgrant, the Licensee shall provide evidence of compliance with all local, state, and federal environmental laws and regulations. In the event that the Licensee will process, dispose, generate or handle any contaminants, hazardous wastes or hazardous substances, the Licensee shall obtain insurance or post a bond in an amount sufficient to cover possible cleanup costs. The amount shall be determined by the Commander/Commanding Officer.

**SPECIAL PROVISIONS**  
**LICENSE N62478-09-RP-00028**

1. The Licensee hereby assumes responsibility for the enforcement of all traffic regulations within the licensed premises and will ensure the strict enforcement of posted speed limits.
2. The Licensee shall, at its own cost, properly maintain the licensed premises at all times. Such maintenance shall include, but not be limited to, the following:
  - a. The resurfacing of the roads.
  - b. The provision of adequate traffic control devices.
  - c. The cleaning of drainage ditches.
  - d. The trimming of vegetation and brush.
  - e. The removal of litter along the roadways.
3. The Licensee shall have the right to terminate this license upon thirty (30) days written notice to the Local Government Representative, said notice commencing with the day after the date of mailing; provided the Licensee has fully performed any obligations under the Special Provisions herein as may have been requested by the Local Government Representative prior to said notice of termination being given.

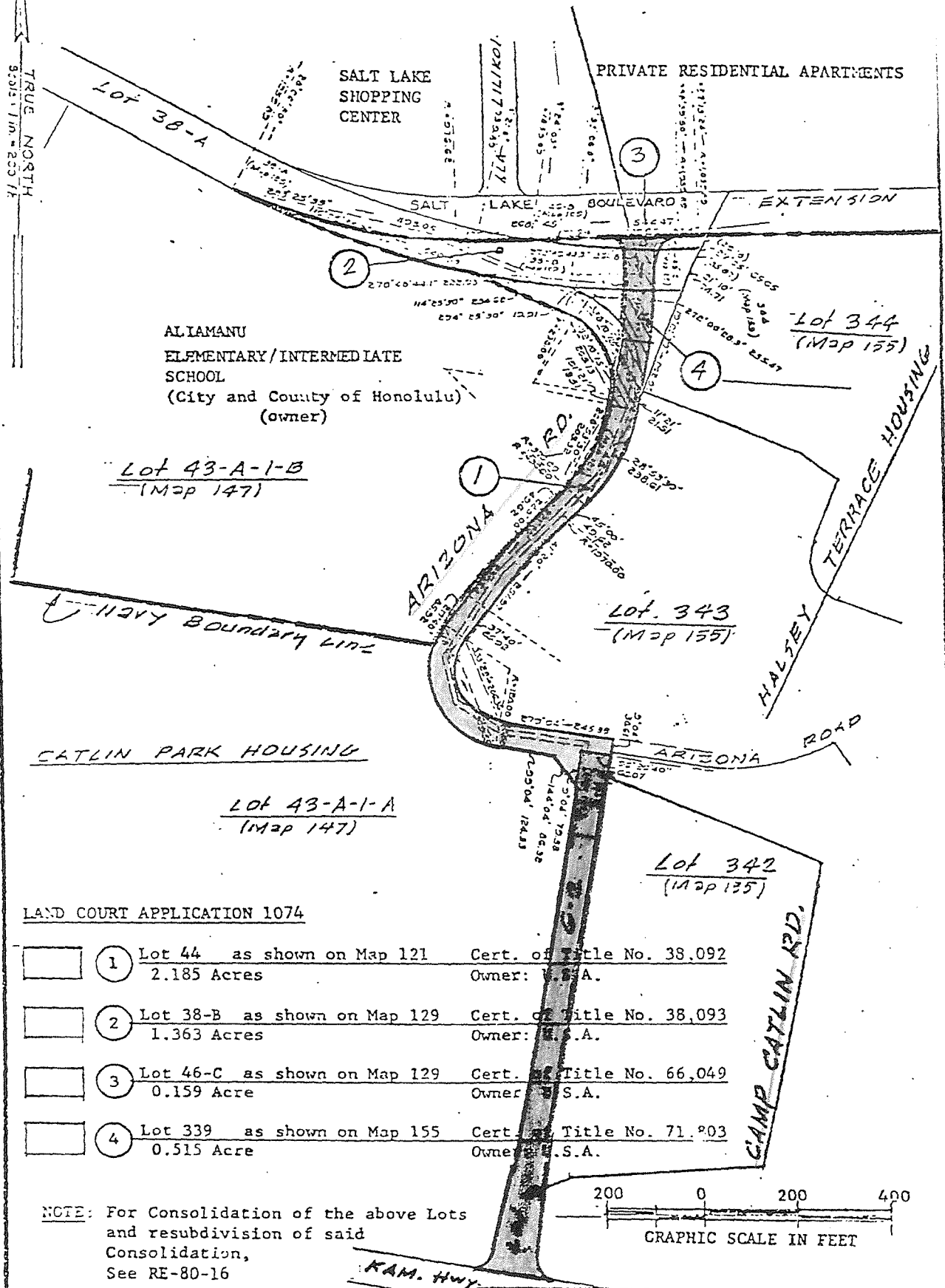


1" = 200'

DLR 1-1	DEPT OF THE NAVY, NAVAL FACILITIES ENGINEERING COMMAND	
DRAWN BY: R. DARLINGTON	MOANALUA, HONOLULU	OAHU, HAWAII
CHECKED BY: R. DARLINGTON	<b>CAMP CATLIN &amp; ARIZONA ROAD</b>	
APPROVED BY: R. DARLINGTON CADASTRAL ENGINEERING		
REVISION 1 - HIGHWAY NAME -12 MAY 2009	DATE: 10 APR 2009	REAL ESTATE DRAWING NO. <b>RE 09-17</b>
	SCALE: 1:2400	
	SHEET 1 OF 1	

EXHIBIT "A"

ARIZONA ACCESS ROAD  
GHT-OF-WAY REALIGNMENT



LAND COURT APPLICATION 1074

<input type="checkbox"/>	1	Lot 44 as shown on Map 121	Cert. of Title No. 38,092
		2.185 Acres	Owner: U.S.A.
<input type="checkbox"/>	2	Lot 38-B as shown on Map 129	Cert. of Title No. 38,093
		1.363 Acres	Owner: U.S.A.
<input type="checkbox"/>	3	Lot 46-C as shown on Map 129	Cert. of Title No. 66,049
		0.159 Acre	Owner: U.S.A.
<input type="checkbox"/>	4	Lot 339 as shown on Map 155	Cert. of Title No. 71,803
		0.515 Acre	Owner: U.S.A.

NOTE: For Consolidation of the above Lots and resubdivision of said Consolidation, See RE-80-16

Mahnifjunsay		PACIFIC DIVISION	
DRAWN BY:		NAVAL FACILITIES ENGINEERING COMMAND	
HES		NAVY LAND AFFECTED BY	
CADASTRAL BRANCH		SALT LAKE BOULEVARD PROJECT	
DIRECTOR, REAL ESTATE DIV		LOTS LOCATIONS	
HEADQUARTERS, PLANNING DEPT		DRAWERS NOTED	
		REAL ESTATE DRAWING NO	
		DATE 4/23/80	
		RE - 80 - 15	

Tax Map Key: 1-1-10



CITY COUNCIL  
CITY AND COUNTY OF HONOLULU  
HONOLULU, HAWAII  
C E R T I F I C A T E

**RESOLUTION 09-247, CD1**

Introduced: 08/13/09 By: TODD APO (BR)

Committee: BUDGET

Title: RESOLUTION AUTHORIZING USE OF CAMP CATLIN ROAD/ARIZONA ROAD AS A PUBLIC ACCESS  
BETWEEN KAMEHAMEHA HIGHWAY AND SALT LAKE BOULEVARD.

Links: [RES09-247](#)  
[RES09-247, CD1](#)  
[CR-298](#)


NOTE: COUNCILMEMBER DUKE BAINUM PASSED AWAY ON TUESDAY, JUNE 9, 2009. ALTHOUGH THERE IS A VACANCY, THE COUNCIL CONTINUES TO OPERATE IN ACCORDANCE WITH THE 9 MEMBERS IT IS ENTITLED TO PURSUANT TO SECTION 3-102, REVISED CHARTER OF THE CITY AND COUNTY OF HONOLULU 1973, AS AMENDED. HOWEVER, THE CERTIFICATE WILL NOT REFLECT THE VACANCY ON THE VOTE RECORDED FOR THIS ITEM.

NOTE: ANN KOBAYASHI WAS SWORN IN AND TOOK OFFICE AS A MEMBER OF THE HONOLULU CITY COUNCIL ON FRIDAY, AUGUST 28, 2009 REPRESENTING DISTRICT V.

BUDGET	09/02/09	CR-298 – RESOLUTION REPORTED OUT OF COMMITTEE FOR ADOPTION AS AMENDED IN CD1 FORM.		
COUNCIL	09/16/09	CR-298 AND RESOLUTION 09-247, CD1 ADOPTED.		
ANDERSON Y	APO Y	CACHOLA Y	DELA CRUZ Y	DJOU Y
GARCIA Y	KOBAYASHI Y	OKINO Y	TAM Y	

I hereby certify that the above is a true record of action by the Council of the City and County of Honolulu on this RESOLUTION.

  
BERNICE K. N. MAU, CITY CLERK

  
TODD K. APO, CHAIR AND PRESIDING OFFICER